



**County of San Bernardino Department of Public Works  
Solid Waste Management Division  
DISASTER DEBRIS MANAGEMENT PROGRAM**



## **RIGHT-OF-ENTRY PERMIT**

(For providing Debris Removal on Private Property)

\_\_\_\_\_ (“Owner”), hereby permits the County of San Bernardino, its officers, employees, agents, contractors and subcontractors (“County”), to enter upon Owner’s property commonly identified by Assessor’s Parcel Number (APN) \_\_\_\_\_, and by street address, city, zip code as \_\_\_\_\_

County of San Bernardino, State of California (“Premises”), upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants County a right-of-entry (“Permit”) onto, over, in, and under the Premises for the purpose of inspecting the Premises, testing materials on the Premises, removing and clearing any or all fire-generated debris of whatever nature including but not limited to ash, fire-damaged structural elements and remains, foundations, vehicles, other debris, damaged trees that impede other work or present a safety hazard, and waste or other materials from the Premises, and placing erosion control measures and safety fencing as appropriate, which will be left on the property, subject to the terms and conditions set forth in this Permit. Owner voluntarily and knowingly waives all abatement proceedings under San Bernardino County Code Title 3, Division 3, Chapter 3 and Title 6, Division 3, Chapter 6 and California Health and Safety Code section 17910 et seq.

2. County Obligations. This Permit does not become effective and does not create any obligation on the part of County until it is signed by an authorized County official. Once effective, this Permit obliges the County to remove structure ash and burned structure debris from the Premises to the extent funding or funding commitments from Federal, State or County sources in combination, sufficient to provide similar services through the unincorporated areas of the County, have been identified. If sufficient funding is not available, this Permit does not oblige the County to abate any hazard or to perform inspection, testing or debris removal and clearance. The initiation of work by County does not oblige County to complete the removal of all or any of the materials on the premises. **The County will be removing all foundations for burned structures.** County generally will not remove concrete slabs (other than foundations for burned structures), patios, pools, spas, ponds, retaining walls or other unburned items unless removal of such items would facilitate the debris removal process.

3. Private Insurance Coverage. Most homeowner insurance policies and condominium association or similar policies have coverage to pay for the costs of removal of wildfire-generated debris. This coverage may or may not be obvious in the language of the policy. Owner must cooperate with County throughout the insurance claims process for all applicable insurance policies, as set out below.

(a) Coverage Statement And Policy Information. Check one: The structures on the Premises (\_\_\_\_\_ were, \_\_\_\_\_ were not) insured for fire at the time of the fire.

If the structures or burned vehicles remaining on the Premises are insured, all of the information set out below must be provided. If the structures and their contents were insured by more than one policy (e.g., by a personal policy on the structure, and/or by a condominium or homeowners’ association policy, and/or by a vehicle policy for burned vehicles), this information must be provided for all applicable policies. Attach additional sheets if necessary.



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Policy holder(s): \_\_\_\_\_

Insurance company name: \_\_\_\_\_

Insurance policy number: \_\_\_\_\_

Insurance company address for claims: \_\_\_\_\_

Agent's name and address: \_\_\_\_\_

Agent's phone number: \_\_\_\_\_

Has the insurer been notified of this loss? (check one) Yes \_\_\_\_\_ No \_\_\_\_\_

If so, when was notice provided? \_\_\_\_\_

How and where was notice provided? \_\_\_\_\_

Has the insurer declared all structures on the property a total loss? (check one) Yes \_\_\_\_\_ No \_\_\_\_\_

(b) Owner agrees to provide a complete copy of the insurance policy or policies for the structures on the Premises to County as soon as possible.

(c) Owner agrees to provide a copy of any claim or loss statement tendered to insurer when that statement is provided to the insurer.

(d) Owner agrees to provide County a copy of any settlement statement or agreement within five days after that statement or agreement is received from insurer.

(e) Owner agrees not to enter into any confidentiality agreement with insurer that would impede the ability of owner to provide the information set about above to County.

(f) Owner further agrees that County may request copies of any insurance policy, claim or loss statement, or settlement statement or agreement directly from insurer or from owner's agents or attorney. Owner hereby instructs his or her insurers, agents, and attorneys to provide such documents directly to County at County's request. County's right to request these documents from insurers, agents and attorneys does not limit Owner's obligations as set out in subsections 3(b), 3(c), and 3(d) above.



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4. Prohibition on Duplication of Benefits. Pursuant to federal law, if Owner receives federal financial assistance to cover the costs of inspection, testing or debris removal and clearance, Owner will be required to reimburse such federal financial assistance to the federal agency that provided that assistance (not to County), to the extent those costs are covered by Owner's insurance policy or some other source. (42 USC §5155, et seq.)

Owner (\_\_\_has, \_\_\_has not) and (\_\_\_will, \_\_\_will not) receive(d) any compensation for inspection, testing, and/or debris removal and clearance from any other public source including Small Business Administration ("SBA"), individual and family grant program, or any other public assistance program.

5. Insurance Proceeds.

(a) County's Right to Promptly Receive and Conditional Right to Retain Debris Removal Insurance Proceeds. Owner will advise County in writing within 7 days of receipt of any insurance settlement proceeds for fire-related inspection, asbestos testing/abatement, soil testing, debris removal, clearance and disposal. Owner further agrees to remit those insurance proceeds to County within 14 days of Owner's receipt of such proceeds. If these proceeds are paid in a separate check designated for these purposes, the check shall be endorsed to "County of San Bernardino" and delivered to County. If the proceeds are identified as a dollar amount that is a portion of a larger payment, Owner shall pay that identified amount to County. County will track its costs for fire-related inspection, asbestos testing/abatement, soil testing, debris removal, clearance and disposal conducted by the County on the Premises. In the event the insurance proceeds fairly allocated or awarded, received by Owner, and remitted to County by Owner for fire-related inspection, asbestos testing/abatement, soil testing, debris removal, clearance and disposal incurred by the County, Owner will not be responsible for the difference. If the insurance proceeds for fire-related inspection, asbestos testing/abatement, soil testing, debris removal, clearance and disposal exceed the County's cost the fire-related inspection, asbestos testing and abatement, soil testing, and/or debris removal, clearance and disposal, County shall have no right to that excess, and shall return the excess to Owner with an accounting of the County's costs.

(b) Concealed Insurance and Evasive Settlements. If the owner fails to disclose applicable insurance to the County, County shall be entitled to proceeds equal to its total costs for inspection, testing, and debris removal and clearance, not to exceed 25% of the total proceeds paid under the undisclosed policy or policies. If the owner's insurance claim is settled in a manner that does not allocate or attribute a portion of the funds received to the costs of inspection, testing, and debris removal and clearance, or if the settlement purports to allocate less to these costs than is clearly provided by the terms of the policy, County shall be entitled to proceeds equal to its total costs for inspection, testing, and debris removal and clearance, not to exceed 25% of the total proceeds paid under the policy.

(c) Audits. All disaster-related funding, including that for inspection, testing, or debris removal and clearance on private property is subject to audit. County will furnish any documentation in its possession to auditors when required to do so.

(d) Certificate of Occupancy. Failure to remit to County insurance settlement proceeds for fire-related inspection, testing or debris removal and clearance, may result in the County withholding the issuance of a Certificate of Occupancy following any rebuilding of Premise.



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6. Release. Owner releases, discharges and waives any and all claims in law or equity, for loss, damage, expense, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which Owner could assert arising out of or in any way connected to actions arising out of this Permit, against County, the United States Government including the Federal Emergency Management Agency ("FEMA") and all other Federal agencies and departments, the National Resource Conservation Service ("NRCS"), the State of California including its agencies and departments and political subdivisions, Cal Fire, and any of the officers, agencies, agents, contractors, subcontractors, employees, and volunteers of those entities.

7. United States is Held Harmless. As to any activity funded wholly or in part with Federal funds, Owner shall indemnify and hold harmless the United States Government including the Federal Emergency Management Agency ("FEMA"), the National Resource Conservation Service ("NRCS"), and any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers; against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, in law or in equity (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, regardless of fault.

8. State and Local Entities are Held Harmless as to Owner Negligence. Owner shall indemnify and hold harmless County, the State of California including its agencies and departments and political subdivisions, Cal Fire; and any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers; against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, in law or in equity (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, but only if the Owner is negligent.

9. Notice of Hazards. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks, underground storage tanks, and water lines located on the Premises. Owner is aware that the following circled items were present on the Premises immediately prior to the October 2007 wildfires (circle all that apply):

Propane tanks	Acetylene cylinders
Compressed gas cylinders	Hazardous substances
Guns	Ammunition

Other known hazards (describe):

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The above-circled items were located in the following areas of the Premises (describe locations):

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10. Burned Vehicles and Trailers. County will remove burned and/or inoperable vehicles remaining on the Premises. Burned vehicles, burned trailers and/or parts thereof will be treated as metal debris and recycled. Owner understands that if Owner would prefer to keep a vehicle(s) it/they must be removed from the Premises prior to commencement of debris removal or a note should be placed under "Special Requests and Instructions" below asking that it/they be left on the Premises. By agreeing to this program as to burned vehicle/trailer removal, Owner voluntarily and knowingly waives all abatement proceedings under San Bernardino County Code Title 3, Division 3, Chapters 3 and 12 vehicle abatement and removal. Please provide the following information for each vehicle and/or trailer on the Premises:

**Vehicle 1:**

Make:                                      Model:                                      Year:                                      Color                                      Lic. #:

Registered owner(s):                                      Legal Owner(s)/Lien Holder(s):

**Vehicle 2:**

Make:                                      Model:                                      Year:                                      Color                                      Lic. #:

Registered owner(s):                                      Legal Owner(s)/Lien Holder(s):

**Vehicle 3:**

Make:                                      Model:                                      Year:                                      Color                                      Lic. #:

Registered owner(s):                                      Legal Owner(s)/Lien Holder(s):

11. Special Requests and Instructions. If Owner desires that any item(s) not be removed from the Premises pursuant to this Permit, Owner shall clearly identify those items below. However, should the County determine that some or all of such items should be removed from the Premises and disposed of for health and safety reasons, or if those items impeded debris removal, Owner agrees that the County is authorized to remove and dispose of those items without compensation or other obligation to Owner. This paragraph does not limit the general release, discharge and waiver contained in paragraph 6 above.

Special Requests: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Special Instructions (i.e. gates, locks, lock combinations, major cross streets, and directions contractors will need for site access):

\_\_\_\_\_

\_\_\_\_\_



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12. No County Assumption of Liability for Damage to Premises. In consideration of the assistance County is providing to Owner under the Permit, at no cost to Owner, County assumes no liability or responsibility, and Owner shall not seek to recover from County, the United States Government, FEMA, the State of California, NRCS, Cal Fire, California Conservation Corps, California Department of Corrections and Rehabilitation or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers, the costs of remediating any damages to the Premises incurred as a result of acts or omissions taken pursuant to this Permit. This paragraph does not limit the general release, discharge and waiver contained in paragraph 6 above.

13. County's Agents. Any person, firm, corporation or other entity authorized by the County to work upon the Premises pursuant to this Permit shall be deemed to be County's agent, including but not limited to the California Environmental Protection Agency and its contractors, NRCS, Cal Fire, California Conservation Corps, and California Department of Corrections and Rehabilitation, and shall be subject to all applicable terms of this Permit.

14. Authority. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Permit. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner, except to the extent common ownership, or condominium or homeowners association of a portion of the structures on the Premises or of the land comprising the Premises, is disclosed here:

Common ownership if any (if none, write "none"): \_\_\_\_\_

15. Entire Agreement. This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

16. Modification. The provisions of this Permit may not be modified, except by a written instrument signed by all parties to this Permit.

17. Partial Invalidity. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

18. Successors & Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.





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19. Jurisdiction. This Permit shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. Owner and County agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Permit, to the exclusion of all other federal and state courts.

20. Notices. Any notice required hereunder shall be provided as follows:

For the County:

Name: ATTENTION Suzan Garrido  
Department: Department of Public Works  
Solid Waste Management Division  
Address: Disaster Debris Removal Program  
222 West Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA. 92415-0017

For the Owner:

Name: \_\_\_\_\_

Address#1: \_\_\_\_\_  
\_\_\_\_\_

Address#2: \_\_\_\_\_  
\_\_\_\_\_

Phone number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Work phone number: \_\_\_\_\_

Email address: \_\_\_\_\_



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21. Declaration Under Penalty Of Perjury. If Owner indicated above that the structures on the Premises are not insured, Owner certifies under penalty of perjury under the laws of the State of California that there was no insurance in effect applicable to the structures on the Premises at the time of the fire.

IN WITNESS WHEREOF, Owner and County have executed this Permit effective as of the date of the County's signature below.

**PROPERTY OWNER AUTHORIZATION:**

Assessor's Parcel Number: \_\_\_\_\_

Property Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

(1<sup>st</sup> Owner's Signature)

Print First/Last Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

(2<sup>nd</sup> Owner's Signature)

Print First/Last Name: \_\_\_\_\_

Phone #1: \_\_\_\_\_

Phone #2: \_\_\_\_\_

Email address: \_\_\_\_\_

**COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS**

By: \_\_\_\_\_

Vana R. Olson, Director

Date: \_\_\_\_\_